

STATE OF MICHIGAN  
COURT OF APPEALS

---

JAMES PAUL CROWLEY,

Plaintiff-Appellee,

v

NATALIE H. W. CROWLEY,

Defendant-Appellant.

---

UNPUBLISHED

April 15, 2010

No. 288888

Wayne Circuit Court

LC No. 04-430212-DO

Before: MARKEY, P.J., and ZAHRA, and GLEICHER, JJ.

PER CURIAM.

Defendant appeals as of right from an amended judgment of divorce that was entered in accordance with an arbitration award. We affirm.

Defendant argues that the arbitrator's award must be vacated because the arbitrator committed several errors of law, exceeded his authority, and was biased against her. We conclude that defendant is not entitled to relief because she failed to raise these issues in a timely motion for relief from the arbitrator's decision.

The arbitrator's decision is dated December 4, 2007. Defendant timely filed a motion before the arbitrator to correct various errors or omissions in the award. On February 21, 2008, the arbitrator declined to change his decision. On March 28, 2008, defendant filed a motion in the circuit court in which she challenged the arbitrator's decisions regarding the valuation and division of the parties' assets, and his decision not to award spousal support. The substance of defendant's motion sought to vacate the arbitrator's award because the arbitrator exceeded his authority and committed various errors of law. Accordingly, under MCR 3.602(J)(3), the motion was required to be filed within 21 days after the award was issued, or within 21 days after the arbitrator responds to a motion to make corrections to the award. *Vyletel-Rivard v Rivard*, 286 Mich App 13, 20-25; 777 NW2d 722 (2009). Thus, defendant's motion was required to be filed within 21 days of the arbitrator's February 21, 2008, decision declining to change his award. Because defendant did not file her circuit court motion for relief from the arbitrator's award until March 28, 2008, it was not timely filed under MCR 3.602(J)(3) and relief is not warranted. *Vyletel-Rivard*, 286 Mich App at 25.

To the extent that defendant's motion was timely filed within the 91-day period permitted by MCR 3.602(K), we agree with the trial court that defendant failed to establish a right to relief.

“Judicial review of arbitration awards is usually extremely limited.” *Washington v Washington*, 283 Mich App 667, 671; 770 NW2d 908 (2009). Defendant’s primary argument is that the arbitrator exceeded his powers by, for instance, addressing issues beyond the terms of the parties’ agreement or by not following Michigan law. “Arbitrators exceed their powers whenever they act beyond the material terms of the contract from which they draw their authority or in contravention of controlling law.” *Miller v Miller*, 474 Mich 27, 30; 707 NW2d 341 (2005). Arbitration is a matter of contract and it is the terms of the parties’ agreement that dictates the arbitrator’s authority. *Id.* at 32. “Arbitration agreements are generally interpreted in the same manner as ordinary contracts.” *Bayati v Bayati*, 264 Mich App 595, 599; 691 NW2d 812 (2004). Accordingly, an arbitration agreement must be enforced according to its terms to effectuate the parties’ intentions. *Id.*

However, a court may not review an arbitrator’s findings of fact and any error of law must be discernable on the face of the award. *Washington*, 283 Mich App at 672.

By “on its face” we mean that only a legal error “that is evident without scrutiny of intermediate mental indicia,” . . . will suffice to overturn an arbitration award. Courts will not engage in a review of an “arbitrator’s ‘mental path leading to [the] award.’” . . . Finally, in order to vacate an arbitration award, any error of law must be “so substantial that, but for the error, the award would have been substantially different.” [*Id.* (citations omitted).]

Defendant argues that the arbitrator’s property division is not “congruent” and was based on a multitude of factual errors. Instead of explaining the alleged errors, defendant simply refers to the brief that she filed in the circuit court. An appellant may not merely announce her position or assert an error and then leave it to this Court to discover and rationalize the basis for her claims, unravel or elaborate her argument, or search for authority to support her position. *Blackburne & Brown Mortgage Co v Ziomek*, 264 Mich App 615, 619; 692 NW2d 388 (2004).

Furthermore, defendant’s primary complaints with the ultimate property division are based on the arbitrator’s factual determinations. Courts may not review an arbitrator’s factual findings or decision on the merits. *Michigan State Employees Ass’n v Dep’t of Mental Health*, 178 Mich App 581, 583; 444 NW2d 207 (1989). The arbitrator explained that he saw no reason to divide the assets other than equally and that he was awarding each party approximately \$400,000 in assets. Defendant contends that the arbitrator actually divided the property on a 79/21-percent basis in favor of plaintiff, but that argument is based on defendant’s own interpretation of property values. Although defendant challenged the arbitrator’s choice of dates for valuing the marital assets in the circuit court, she did not claim that the arbitrator miscalculated figures when valuing assets, nor did she cite any mathematical errors by the arbitrator. Instead, she questioned how the arbitrator arrived at the values established based on the evidence. Defendant’s arguments require this Court to go beyond the face of the arbitrator’s award and review his findings, which is beyond the scope of this Court’s purview. See *Washington*, 283 Mich App at 675. Accordingly, defendant is not entitled to relief on this basis.

With respect to spousal support, there is no merit to defendant’s argument that the arbitrator was not authorized to consider this issue. The parties’ arbitration agreement explicitly allowed the arbitrator to address the issue of alimony. Further, it was not improper for the arbitrator to address the issue of temporary spousal support. Although the trial court had

reserved jurisdiction to enforce its interim orders, it agreed in February 2007 that its order did not affect the arbitrator's authority to review the issue of spousal support, including the temporary support payments, to determine whether any adjustments to the property division might be justified.

We also conclude that defendant failed to timely challenge the arbitrator's award under MCR 3.602(J), on the ground that the arbitrator was biased, partial, or prejudiced against her. Although defendant raised this issue before the arbitrator issued his award, she failed to raise it in a motion to vacate the award pursuant to MCR 3.602(J)(2) after the award was issued. Therefore, she is not entitled to relief on this basis. *Vyletel-Rivard*, 286 Mich App at 25.

Defendant also argues that the arbitrator's award must be vacated because the arbitrator did not issue the award within 60 days of the conclusion of the arbitration hearing. See MCL 600.5078(1). The parties agree that the arbitrator's award was not timely issued. In *Washington*, 283 Mich App at 676 n 6, this Court held that relief from an untimely arbitration award was not warranted where the appellant failed to allege that any substantial differences would have resulted from a timely arbitration ruling, and nothing in the record indicated that the arbitrator's delay had any effect on the property division award. In this case, defendant complains that the values assigned to various marital assets were inaccurate and stale, but provides no basis for concluding that the delay had any effect on the property division or that the values assigned to various assets would have been substantially different without the delay. Accordingly, defendant was not entitled to relief on this ground.

Affirmed.

/s/ Jane E. Markey  
/s/ Brian K. Zahra  
/s/ Elizabeth L. Gleicher